faith. *Kitteridge* v. *Chapman,* 36 Iowa 348; *Beck* v. *Uhrich,* 16 Pa. St. 499. And others hold that the purchase is valid, the owner of the prior equity being entitled only to a lien on the unpaid purchase money. *Baldwin et al.* v. *Sager,* 70 Ill. 503; *Hardin's ex'rs., etc.,* v. *Harrington, etc.,* 74 Ky. 367. Nor are the American cases in accord on the rule to be applied when the purchaser pays full consideration before notice, but acquires legal title subsequent to notice. Some deny protection to such a purchaser. *Corn* v. *Sims,* 60 Ky. 391; *Louisville & Nashville R. R. Co.* v. *Boykin,* 76 Ala. 560; and references, 2 TIFFANY, REAL PROPERTY (Ed. 2), §566 (p. 2174). Others hold the party entitled to the rights of a *bona fide* purchaser for value. *Carroll* v. *Johnston,* 55 N. C. 120. See also *Dueber Watch Case Mfg. Co.* v. *Daugherty et al.,* 62 Ohio St. 589; and references, 2 TIFFANY, REAL PROPERTY (Ed. 2), §566 (p. 2174). For a discussion of the principles underlying these rules, see POMEROY'S EQ. JUR. (Ed. 4), §§737-743. Where, as in the principal case, the purchaser has never obtained legal title (and especially where, as in this case, the prior equity is coupled with the legal estate), the prior equity should prevail (see *Dickinson* v. *Wright,* 56 Mich. 42), unless upon the theory that the prior equity is in some respect imperfect and intrinsically inferior to the later equity, as in *Hume* v. *Dixon,* 37 Ohio St. 66. See also *Bayley* v. *Greenleaf,* 7 Wheat. 46, and *Campbell, Adm'r.,* v. *Sidwell, Ex'x., et al.,* 61 Ohio St. 179. In the principal case it might be said that the plaintiff's equity of reformation is inferior because his more or less negligent conduct in executing a contract which described the whole lot misled the subsequent purchaser. An element of estoppel is involved.

CARRIERS—CUMMINS AMENDMENT—LIMITATION OF LIABILITY IN BILLS OF LADING.—Eight carloads of grain shipped from grain-producing states to Baltimore, and described in the bills of lading as "for export," were destroyed in transit. Defendant railway paid plaintiffs, according to the terms of the bills of lading, "the value of the grain at the time and place of shipment." Plaintiffs sued for "the full amount of the actual loss," claiming that under the Cummins Amendment the stipulations in the bills of lading were null and void. *Held,* not a shipment within the Cummins Amendment, because in course of shipment to a non-adjacent foreign country, and so the stipulations are valid. *Fahey* v. *B. & O. R. Co.* (Md., 1921), 114 Atl. 905.

The limits within which the federal Act to Regulate Commerce, and its amendments, will apply to shipments of goods are not yet clearly drawn. The Carmack Amendment of 1906 expressly applied to "transportation from a point in one state to a point in another state." Just why the Cummins Amendment of 1915 extended this to include transportation from or to a point in a territory or the District of Columbia, and "to a point in an adjacent foreign country," instead of making a comprehensive inclusion of all interstate and foreign commerce, is not explained, but for some reason a non-adjacent foreign country is excluded. In *Galveston, etc., Ry. Co.* v. *Woodbury,* 254 U. S. 357, see 19 MICH. L. REV. 433, the Supreme Court held that this was broad enough to cover shipment not merely *to,* but also *from,*

an adjacent foreign country. Such judicial legislation as this could not, of course, go the length of including what the statute noticeably excluded, viz., transportation to or from a non-adjacent foreign country. In the instant case the question is, was this a shipment to such a country, Baltimore being the destination named in the bill of lading, though the grain was described as "for export"? The court held that the determining factor was the intention as to destination with which the goods were accepted and delivered. This would be true even though the real design with which the transportation was started was not disclosed in the bill of lading. "The essential character of the commerce, not its mere accidents, should determine," quoted from *Texas & N. O. R. Co.* v. *Sabine Tram Co.*, 227 U. S. Ill. In theory this is sound; in practice it seems to involve liability in a sea of uncertainty. If all shipments were under the same rule of liability there would be no trouble, and why should ther be different rules in shipments subject to federal control? That is for the legislature, of course, which in the Carmack Amendment, the Cummins Amendment and the Act of August, 1916, expressly made two classes. Most of the trouble arises because bills of lading do not express the real or full shipping directions, especially in shipments subject to diversion before reaching destination. It seems that if the intent of the shipper to divert the shipment before reaching destination named in bill of lading does not appear in such bill, and is not known by the carrier, the bill of lading is regarded as the contemplation of the parties and controls the nature of the shipment, *Bracht* v. *San Antonio, etc., Ry. Company,* 254 U. S. 489 (Jan., 1921), even though the reshipment be later entered on the first bill of lading, *Pere Marquette Ry. Co.* v. *French & Co.,* 254 U. S. 538 (Jan., 1921), or the first bill be later surrendered for an intrastate bill, *A., T. & S. F. Ry. Co.* v. *Harold,* 241 U. S. 371, for it is not determined by the intention the shipper may have had, but which does not find expression in any form of contract. *Rice* v. *Oreg. Short Line R. Co.* (*id.,* May, 1921), 198 Pac. 161. Moreover, the first bill of lading governs the entire transportation, *Ga., Fla. & Ala. Ry. Co.* v. *Blish Milling Co.,* 241 U. S. 190, including the liability of connecting carriers. *Wabash Ry. Co.* v. *Holt,* 263 Fed. 72. That the Cummins Amendment requires the liability to be measured by the actual loss, notwithstanding provisions in the bill of lading fixing the amount of the liability, is settled in *C., M. & St. P. Ry. Co.* v. *McCaull-Dinsmore Co.,* 253 U. S. 99, affirming 260 Fed. 835. The Cummins Amendment controls not merely liability but also notice of claims for damages. *Ga., Fla. & Ala. Ry. Co.* v. *Blish Co., supra; N. Y., P. & N. R. Co.* v. *Chandler* (Va., 1921), 106 S. E. 684; *Mann* v. *Fairfield & E. C. Co.* (N. C., 1918), 96 S. E. 731. It does not, however, extend to loss occurring after the carrier becomes a warehouseman, *N. Y., P. & N. R. Co.* v. *Chandler, supra,* and in accord with such holding is the recent case of *Savage Factories* v. *Can. Northern Ry. Co.* (Minn. 1921), 184 N. W. 367, holding that provisions in bills of lading as to notice of loss do not extend to loss of money collected on a C. O. D. shipment and absconded with by the agent of the carrier express company. Such losses occur after the transportation has ceased, and are not within the statute.